Aviation
Maintenance Department
4200 NW 22 Street, Bldg 3030
Miami FI 33159



# MIAMI-DADE COUNTY, FLORIDA REQUEST FOR PRICE QUOTATION (RPQ)

Contract No: MCC 7360 Plan - CICC 7360-0/08

**RPQ No:** P250A-1

## **INVITATION TO BID**

A RPQ has been issued for the work identified below. If you are interested in submitting a bid for this project, please submit your bid via Sealed Envelopes, attention to Adrian Portal at MIA Bldg. 3030; 2nd Floor; 4331 NW 22 St. Miami, FL. 33122 no later than 12/8/2022 at 02:00 PM. If you have any questions, contact Joachim Perez at (305) 869-3482.

This RPQ is issued under the terms and conditions of the Miscellaneous Construction Contracts (MCC) Program MCC 7360 Plan.

## **RPQ DETAILED BREAKDOWN**

		NEW	DETAILED B	REAKDOWN							
Bid Due Date:	12/8/2022	Time Due:	02:00 PM	Submitted Via:	Sealed Envelopes	SBE-Con. Level:	1 1				
Estimated Value:	\$2,226,635 (excluding Contingencies and Dedicated Allowances)										
Project Name:	P250A-1 - Cc D Third Floor Demolition										
Project Location:	Miami International Airport - Cc D 3rd Floor										
License Requirements:	S: Primary: General Building Contractor										
	Sub:	Mechanical 0032 (Fire Sprinkler); Air Conditioning Unlimited; Electrical Contractor									
Scope of Work:	Primary: General Building Contractor										

Project, right the Department must exercise the to third party contract review. b. Procurement of Commodities or Contractual Services. It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", Schedule of Financial Assistance, or that is not consistent with the Project description and scope of services contained in Exhibit "A", Project Description and Responsibilities must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, accordance with this Agreement. c. Consultants' Competitive Negotiation Act. It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished compliance with the Consultants' Competitive Negotiation in d. Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. See attached Grant Agreement.

#### LICENSE:

Note: Pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, selected Contractors must possess a valid, current, and active State of Florida and/or Miami-Dade County contractor's license issued by the County's Construction Trades Qualifying Board and which is consistent with the requirements of their respective trade and the scope of work.

APPLICABLE WAGE RATES

Where not otherwise precluded by state or federal law, the overall per hour rate shall be the higher of the Responsible Wages and Benefits pursuant to Section 2-11.16, Miami-Dade County Code or the rate of wages (including fringes) to be paid under the requirements of the Davis-Bacon Act; provided, further, that the overall per hour rate shall not be the higher rate if the federal government requires the County, as a condition of receiving federal funds for a project, to pay no more than the wages as determined by the U.S. Department of Labor under the Davis-Bacon Act on project contracts.

BID BOND AND PERFORMANCE & PAYMENT BOND: Prospective bidders shall submit a Bid Bond at the time of Bid submission. Bidders may use the Surety Company standard bid bond. Alternatively, a certified or cashier's check will be acceptable in lieu of the bid bond.

The Performance & Payment (P&P) bond must be submitted, using the contract specified form, within

ten (10) working days from receipt of the Recommendation for Award (RFA) or time extension approved by the MDAD project manager. The P&P bond shall be required for the full contract amount. P&P Bond shall be submitted once the low "responsive and responsible" bidder is determined and the Recommendation for Award is issued.

MDAD ENVIRONMENTAL POLICY:

Compliance with the Aviation Department (MDAD)'s Environmental Policy, ISO 14000 certification and Commissioning requirements will be strictly enforced by the MDAD PM. These requirements will be discussed during the mandatory pre- bid conference call. The awarded bidder shall comply with all requirements listed on the project plans, specifications and/or distributed separately following the mandatory pre-bid conference call.

#### SAFETY:

The awarded contractor is responsible for the safety and security of the job site. Any vandalism, theft, etc. which occurs during the construction time is the responsibility of the contractor. No monetary compensation shall be granted if any of the above occurs. If Contractor opts to hire an independent Security Company, such company is to be properly bonded and insured. Contractors shall provide an established safety program and implementation policy. Contractors' safety programs shall be reviewed and approved by MDAD post-bid submittal and work orders shall not be issued to any contractor until their safety program is approved by MDAD.

LIQUIDATED DAMAGES:

If the awarded contractor shall neglect, fail, or refuse to complete the work within the time specified for Substantial Completion in the Notice to Proceed (NTP), then the contractor hereby agrees, as part of the consideration for the awarding of this Contract, to pay to the Owner, as liquidated damages and not as a penalty, the sum of \$303.09 per day for each calendar day beyond the dates set forth in the NTP and/or Work Order(s). The said amount is fixed and agreed on by and between the Contractor and the Owner because of the impracticability and extreme difficulty of ascertaining the true value of the damages which the Owner will sustain by failure of the Contractor to complete the Work on time, such as loss of revenue, service charges, interest charges, delays caused to other construction activities of Owner by failure to perform this Contract, and other damages, some of which are indefinite and not susceptible of easy proof. Said amount is agreed to be a reasonable estimate of the amount of damages which the Owner will sustain and said amount shall be deducted from any monies due or that may become due to the contractor, and if said monies are insufficient to cover said damages, then the Contractor shall pay the amount of the difference. Substantial completion does not relieve the contractor of completing the project in its entirety, nor does it obligate the owner to pay the entire contract price. Final acceptance is achieved when a Certificate of Completion (i.e., if required), acceptable warranties, final payrolls, final releases or acceptable Consent of Surety and documentation required in the contract documents has been submitted for approval to the MDAD project manager.

SECURITY REQUIREMENTS:

Valid MDAD identification (ID) badges with a U.S. Customs Seal will be required as well as vehicle decals to enter airside. The selected contractor and their employees must comply with all MDAD security requirements including background checks, security badges, specialized aviation-related insurance requirements, etc. MDAD may, at its sole discretion, consider making these security-related expenses

Upon the award, the awarded contractor will have up to sixty (60) calendar days to provide a copy of the security badges with the Customs Seal to MDAD/MPEC Division. If the Contractor fails to secure and provide a copy of the required Badges with the Customs Seal after thirty (30) calendar days following the issuance of the NTP, Contractor may be terminated for default as established in Section 1 of the General Terms and Conditions, Article 1.20 (Termination for Default) of the MCC 7360 contract.

UTILITY CLEARANCES & SHUTDOWNS:

The awarded contractor shall be responsible for obtaining all utility clearances and coordinating all

utility shutdowns at least 14 working days before initiating any work. Damage to existing equipment, utilities, MDAD or its business partners' property, etc. will be repaired and/or replaced at the contractor's expense. MDAD forms and procedures to obtain utility clearances and/or coordinate shutdowns will be distributed following the mandatory pre-bid meeting.

MINIMUM QUALIFICATIONS AND EXPERIENCE: The selected contractor must possess:

- 1. Contractors must hold a valid license required to perform work in the following trade: General Contractor

  License.
- 2. Contractors must have a minimum of 5 years' experience performing work in their specific trade. In the event a new firm is established by executives, supervisors, and other senior field staff (key employees) that would have met these minimum experience requirements with a prior firm, MDAD reserves the right to qualify the new firm, based on MDAD's sole determination and evaluation of the knowledge and prior experience of these key employees employed by the new firm. 3. Contractors must be able to demonstrate that their firm or its key employees, as described above, have experience performing their respective trade within the company's noted history. Specifically, contractors must submit proof that their respective firms have been regularly and successfully engaged in work related to their specific trade for a minimum of one (1) year. These requirements shall be based on projects completed prior to the submission date. Contact information for projects and/or firms submitted as proof of experience shall be provided by prospective contractors as part of their bid package. MDAD will confirm the listed experience by calling the firms' owners or representatives. Should such evidence not be satisfactory to MDAD, whose decision shall be final, the submission will be considered non-responsive. The qualifying proof with names and phone numbers shall be submitted envelope sealed at the 4. Contractors must have a minimum average total score of 3.0 in their Contractor Performance Evaluations in ISD's Capital Improvements Information System (CIIS). In the event a new firm has been created that does not have evaluations in the CIIS, the firm that previously employed the key employees of the new firm must have had a minimum average total score of 3.0 in the CIIS Contractor Performance Evaluation Module or the new firm must provide, to MDAD's satisfaction, documentation that the new firm has performed satisfactorily on similar projects within their respective trade. Further, any incidence of project delays in a contractor performance evaluation must be justified to the satisfaction MDAD.

INDEMNIFICATION & INSURANCE:

Contractor is required to have proper insurance to cover ongoing work on the job site. The Contractor shall furnish certificates of insurance and insurance policies to the Owner prior to commencing any operations under this Contract. Certificates and policies shall clearly indicate that the Contractor has obtained insurance, as required for strict compliance with this specification. Compliance with the foregoing requirements shall not relieve the Contractor from liability under any other portion of this Contract. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the agreement. See attached for indemnification

CERTIFICATE OF ASSURANCE:

Bidders must submit a completed Certificate of Assurance (COA) along with the Bid Submittal Package identifying the Small Business Enterprise (SBE) measure. By submitting a completed COA the bidder acknowledges the Small Business Enterprise (SBE) measures applied to the project and agrees to submit, upon notification by SBD or the Miami-Dade County Business Management Workforce System (BMWS), a Utilization Plan via BMWS listing all certified SBE contractor(s) to be utilized to satisfy the measures on the Project, indicating the percentage of work and the description of the work to be performed (pursuant to the firm's certification), within the specified time frame, before the Utilization Plan may be submitted to SBD for approval. Bidders can confirm a SBE-CON certification via BMWS at http://mdcsbd.gob2g.com/. Place the completed COA(s) on top of the bid package so that it can be readily identified by the

Department during the bid opening.

MANDATORY PRE- BID CONFERENCE & SITE VISIT: The Miami-Dade Aviation Department will hold a mandatory Pre-Bid Conference for all interested parties. Attendance will be limited to two (2) representatives per firm. It is the policy of Miami-Dade County to comply with all the requirements of the Americans with Disabilities Act (ADA). For sign language, interpreter services, material in accessible format, other special accommodations, or airport-related ADA concerns, please contact the MDAD Office of ADA Coordination at (305) 876-7024. Failure to participate in the MANDATORY pre-bid conference and SITE VISIT shall result in the corresponding contractor/company being considered non-responsive. Late arrivals to the mandatory pre-bid can not participate.

A separate MANDATORY site visit will occur 1 week after the mandatory pre-bid meeting. Firms without proper badging are required to provide copies of their driver license and last 4 numbers of their social security numbers Forty eight (48) hours prior to Pre-Bid Meeting date. Soft background checks need to be conducted prior to issuance of any visitors passes into Air Operations Area (AOA). Social distancing practices, CDC and County guidelines reference COVID-19 will be adhered to. At the meeting, potential bidders must provide a dedicated e-mail address. MDAD will only be sending addenda and RFI's by e-mail.

The agenda for the pre-bid conference meeting will be sent to you via email to be used during the meeting. Make sure you receive it, if not, please check your junk email or contact our office.

Bidders are responsible for attending the mandatory pre-bid conference meeting and site visit.

BID BOX:

The bid box is located in the hallway between Conference Rooms B-205 and B-209 in MIA Bldg. 3030, B-Wing, 2nd Floor. Bid envelopes must be clearly labeled on the front with the RPQ number (P250A-1) and with time stamp. If the time clock adjacent to the bid box is unable to stamp the bid envelope due to its thickness, please contact Adrian Portal AT (305) 588-6861 or any MDAD representative at MIA Building 3030 to have bid envelopes signed, dated, and timed prior to dropping them in the box.

BID SUBMITTAL:

All potential bidders are hereby notified that bids for this project must reflect a lump sum amount. The lump sum amount shall be indicated on the MCC-7360 Attachment 5A Bid Form. All quantities provided with the bid documents are estimated quantities based on the project scope of work. It is the bidder's responsibility to confirm any and all estimated quantities or amounts reflected on the bid documents to generate a "responsive and responsible" bid. Errors, omissions and/or discrepancies in quantities shall be brought-up to the attention of the MDAD team via the request for information (RFI) process during the bidding phase. Failure to confirm estimated quantities shall not constitute grounds for subsequent change orders. The lump sum bid amount shall be all inclusive to complete the work scope reflected on the construction bid documents. Bidders are responsible for all costs related to permitting, preparation of required shop drawings, special inspections, preparation of as-built drawings, close-out documentation and/or any engineering certificates required.

Contingency Allowance Account: for unforeseen conditions, construction changes, for additional work or materials not covered by other proposal items and for quantity adjustments, if ordered by the MDAD PM.

This account item is for all labor, materials, equipment and service necessary for modification or extra work required to complete the Project because of unforeseeable conditions, unforeseeable conflicts between existing elements of work and the proposed work; for minor changes required to resolve any unforeseeable conditions, Revised Regulations, Technological and Products Development, Operational Changes, Schedule Requirements, Program Interface, Emergencies and other miscellaneous costs; all if ordered by the MDAD PM. The Contingency Allowance Account is ten percent of the lump sum amount submitted in the RPQ Bid Form - Attachment 5A.

Payment to the CONTRACTOR under this item will only be made for work ordered in writing by the MDAD. Any portion of this fund remaining after all authorized payments have been made will be withheld from Contract Payments, and will remain with the County. If one account has been depleted and funds are available in the other accounts the MDAD PM may use some of the available funds to complete the

Bid Documents shall be distributed following the MANDATORY Pre-Bid Meeting (see date and time above). Bid Documents must be submitted in a sealed envelope. The bidder's name, address, the project name and the RPQ number must be indicated on the outside of the envelope. The sealed envelope minimum, documents: shall include, а the following Bid Bid Form-Attachment 1. price using 5A. 2. Bid guarantee in the form of a bid bond, certified check, or cashier's check. Failure to include a bid bond/ quarantee shall render the bid non-responsive. executed Fair Wage Affidavit and Affirmation of Vendor Affidavits. 4. Any and all applicable Addenda documents (fully executed and dated) issued during the bidding

5. Internal Services Department (ISD) Division of Small Business Development's (SBD) Certificate of Assurance (COA) Form.

All potential bidders are hereby notified that failure to submit the completed Bid Form – Attachment 5A reflecting the bid amount and bidder information, COA, and/or the bid bond/guarantee will not constitute a curable deficiency and shall render the bid "non-responsive." Failure to include the Fair Wage and/or Affirmation of Vendor Affidavits, Addendum, or other similar forms due with the bid shall be considered curable deficiencies. Bidders will be allowed to cure these deficiencies within deadlines established by MDAD

Recommendation for Award is contingent to availability of proper funding.

SCHEDULE OF VALUES:

During the due diligence evaluation of bids MDAD may request bidders to submit a detailed and itemized schedule of values (SOV) before the award process is completed for review and acceptance by the MDAD team. Schedule of value should show the complete breakdown of labor, material, and equipment for all categories of the work to be performed by building. Work scope deductions and associated costs, if needed, will be based on the accepted SOV. The Owner may require further breakdown and additional line items following review of the CONTRACTORS' submittal and/or at any time throughout the duration of the project.

CONSTRUCTION PROGRESS SCHEDULE:

The contractor, within seven days of the Recommendation for Award or time extension granted by the MDAD PM, shall submit a "Construction Progress Schedule" and the final "Schedule of Values" as follows:

The Construction Progress Schedule shall be in a bar chart format with separate bars for each trade, activity and operation on each building, structure and improvement. Include all trades required for completion of project in activities of schedule. Identify the first workday of each week. Provide electronic copy of schedule or submit via E-mail to the MDAD PM. Updated schedules shall be provided with each application for payment. Updated schedules must reflect all changes since previous submittal. Failure to submit updated schedule may be cause for withholding payment to contractor. Activities detailed within construction schedule shall correlate with all items listed within Schedules of Values. OWNER will review and return schedule (approved or rejected) to Contractor. Construction may not begin until OWNER has reviewed and approved in writing of Contractor proposed schedule.

DAILY LOG:

CONTRACTOR shall maintain a daily log (report) of activity at jobsite. Reports will be submitted to the MDAD project manager upon request. Daily reports shall be submitted to the Construction Supervisor at the stipulated progress meeting(s). FAILURE TO SUBMIT DAILY REPORTS AS STIPULATED

ABOVE MAY RESULT IN PAYMENT DELAYS. Contractor will be responsible for all his work until accepted by the MDAD. Any damage to any newly completed or in progress work will be the sole responsibility of the contractor to fix at no additional cost to the owner. No time extension will be granted for any delays related to such damages. All existing finishes and areas disturbed by CONTRACTOR will be repaired and or replaced to original condition as directed by OWNER.

PROGRESS MEETINGS:

The MDAD project manager will schedule and host progress meetings throughout the duration of the project. The contractor shall attend each meeting with major subcontractors, contractor's project manager, and job superintendent and supplier representatives. Attendants noted above shall cooperate with the MDAD PM to ensure that meetings are held on a timely manner. One of the progress meetings may be designated as a monthly payment requisition review meeting.

## PERMITS:

CONTRACTOR is responsible for obtaining all applicable permits and paying all related fees needed to begin and complete all phases of work within the plans. It shall be the contractor's responsibility to ensure that all required regulatory or proprietary permits are obtained prior to commencement of work. Copies of all permits shall be submitted to MDAD PM prior to commencing work. CONTRACTOR is responsible for obtaining all permits and inspections required to complete project. The CONTRACTOR, prior to final requisition for payment, shall obtain and submit a Certificate of Completion and/or Certificate of Occupancy if applicable) the **MDAD** (i.e., to CONTRACTOR shall provide all construction administration services and related costs required for all permits and preparation of all required shop drawings, review, field inspections, as-built, change order documents, engineering certificates review. and close out required

#### **PAYMENT**

A pencil draft walkthrough inspection shall be coordinated and implemented to verify quantities being billed before submittal of Pay Requisitions in AIA format for processing and payment. The pencil draft inspection shall include the assigned MDAD project manager, the A/E of Record, the HNTB assigned representative (i.e., if applicable), the construction inspector (i.e., project CIS if applicable) and/or any other authorized MDAD representative. The contractor shall revise the pay application quantities based on the walk-through results and obtain signatures from the A/E of Records, the CIS (i.e., if applicable) and the HNTB representative before submitting the invoice to the MDAD project manager for final review, approval, and processing for payment. Invoices missing required approval signatures from the A/E of Records, the CIS (i.e., if applicable) and/or the HNTB representative (i.e., if applicable) will be rejected by the MDAD project manager. All AIA invoice forms shall include spaces for execution/approval by the A/E of Record, the CIS (i.e., if applicable), the HNTB representative (i.e., if applicable). A separate invoice cover page reflecting the project number, name, general information the invoiced amount and a distinctive sequential invoice number must be included with all invoice packages to avoid confusion among invoices related to various simultaneously assigned projects. Contractor to always maintain As-built drawings on site. These are to be certified by the A/E monthly submitted and with the monthly application. pay

SHOP DRAWINGS AND SAMPLES:

The contractor shall submit two (2) copies of all Shop Drawings, catalog cut-sheets and samples (submittals) required. Samples (as applicable) shall provide full range of manufacturer's standard colors, textures, and patterns for selection. All color and finish selections must be submitted by the contractor in single submittal, properly labeled and identified. The contractor shall maintain a set of construction drawings on site reflecting all changes, revisions, approved RFIs and/or directives applicable to the changes/modifications. All changes, revisions and/or modifications shall be clearly marked in red on the said drawings before requesting pencil draft walkthrough inspections for processing of payment requisitions. The marked set of drawings shall be readily available at the project site upon request by the MDAD project manager and/or its authorized representative(s).

#### AS-BUILTS:

CONTRACTOR shall provide THREE (3) HARD COPIES and/or THREE (3) CAD COPIES on CD of SIGNED and SEALED as-built drawings at completion of work. Use the latest version of CAD compiled format. X-REF files are not acceptable. Final requisition for payment will not be processed without submittal and acceptance of as-built drawings. CONTRACTOR shall maintain updated Red line as-built at the jobsite for review as part of the Monthly Requisition review meeting. All projects must have an As-Built completed, received, reviewed, and approved by the Miami-Dade Aviation Department prior to authorizing final payment to the consultant or contractor. As-Built shall be Signed and Sealed by a Professional Land Surveyor or Professional Engineer.

Document Pickup:	Contact:	Adrian Portal				Phone No: (305) 588-6861				ate:	10/3/2022	
	Location:	VIA	Email									
Pre-Bid Meeting::	YES	Mandatory: YES				Date: 11/10/2022 Time			Time:	: 09:00 AM		
	Location:	4331 NW 22nd street, Build			t, Buildir	ng 3030,	3030, C Wing, Second Floor Conference Ro					om 1
Site Meeting:	YES		Mandatory: YES				Date: 11/17/2022 Time			Time:	: 09:00 AM	
	Location:	4	4331 NW 22nd street, Building 3030, C Wing, Second Floor Conference Room 1									
Bid shall be submitted to: Contact:			Adrian Portal									
Address:			MIA Bldg. 3030; 2nd Floor; 4331 NW 22 St. Miami, FL. 33122									
Email:			aportal@flymia.com				FAX #: (305) 869-4511					
Type of Contract:	Multiple	Trac	rade M			Metho	Method of Award: Lowest Responsible Bidder					
Method of Payment:	nt: Scheduled Monthly Payments Insurance Required: YES											
Additional Insurance Re	YE	YES If Yes			Yes - Minimum Coverage: \$5,000,000.00							
Performance & Paymen	uired	ired: YES Bid Bond Required: YES										
			Davis Bacon: YES		Maiı	ntenance Wages		AIPP:	NO	Amoun	t:	
SBE-Con. Requirements	s: NO	Р	ercentage:	0.00%		SBD C	ertifica	te of Assura	nce Fo	rm Requi	red:	NO
DBE Participation:	YES	Р	ercentage:	24.99%			DBE	Subcontrac	tor Forr	ms Requi	red:	YES
CWP Requirements:	P Requirements: NO		Percentage: 0.00%									
SBE-S Requirements NO			ercentage:									
SBE-G Requirements NO			ercentage:									
Liquidated Damages:	YES	\$	\$\$ Per Day: \$303.09									
Trade Set-a-side:	NO	If Yes, Trade =										
For RPQ's less than \$10	),000, if no L	_D ra	te is specifi	ed, the C	ounty re	eserves	the rig	ht to assess	actual	damages	s in li	eu of LDs.
Design Drawing Included:			YES Shop Drawing Include									
Anticipated Start Date:		1/1	1/15/2023				Calendar Days for Project Completion:				151	
Comments:												

# **DISCLOSURE:**

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to **Aviation, Maintenance Department, 4200 NW 22 Street, Bldg 3030, Miami FI 33159**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

  a. If applicable should include coverage required under the U.S. Longshoremen and Harbor Workers' Act (USL&H) and/or Jones Act for any activities on or about navigable water.
- **B.** Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- **C.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- \*Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to \$5 million. Only vehicles owned or leased by a company will be authorized. \$1 million limit applies at all other airports.
- 7360 RPQs are NOT SBE-Con 100% Set-aside solicitation, however the RPQ may be assigned a SBE-Con Trade set-aside and goal. The SBE-Con Trade-aside and goal if applicable will be will be stipulated on the RPQ and the Invitation to Bid or in the Project's Solicitation Documents.
- All Prime Contractors submitting a bid for RPQ/Project with a Small Business Measures (s) MUST submit the Small Business
  Development "CERTIFICATE OF ASSURANCE" form properly completed, signed and notarized with their bid document at
  the time of Bid Submittal. FAILURE TO SUBMIT THE REQUIRED CERTIFICATE OF ASSURANCE FORM AT THE TIME
  OF BID SUBMISSION SHALL RENDER THE BID NON COMPLIANT TO THE CONTRACT REQUIREMENT AND SECTION
  10.33.02 OF THE CODE OF MIAMI-DADE COUNTY.
- 7360 RPQs Federally Funded may be subject to the Disadvantaged Business Enterprise (DBE) Program. The DBE goal will be stipulated on the RPQ and the Invitation to Bid or in the Project's Solicitation Documents.
- 7040 and 7360 RPQs with an estimated project value in excess of \$700,000.00 may be assigned a Small Business Enterprise Goods (SBE-G) or Small Business Services (SBE-S) program goal. The SBE-G or SBE-S goal if applicable will be stipulated on the RPQ and the Invitation to Bid or in the Project's Solicitation Documents.
- All RPQs with an estimated project value \$100,000 or above are subject to Responsible Wage Rates. The wage rate will be stipulated on the RPQ and the Invitation to Bid or in the Project's Solicitation Documents.
- All Projects, where price (Proposals/Bids) received are in excess of \$200,000 will require the submission of the Payment and Performance Bond as required by State of Florida Statute.

### **VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY):**

By entering the Contract, the Awarded Bidder becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Awarded Bidder effective, January 1, 2021, and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Awarded Bidder, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Awarded Bidder, the Awarded Bidder may not be awarded a public contract for a period of one year after the date of termination, and the Awarded Bidder may be liable for any additional costs incurred by the County resulting from the termination of the Contract. Public and private employers must enroll in the E-Verify System (<a href="http://www.uscis.gov/e-verify">http://www.uscis.gov/e-verify</a>) and retain the I-9 Forms for inspection.